OFFICIAL THIS INDENTURE, made Nov. between <u>Walter Ellis</u> herein referred to as "Grantors" and G.P. O'Connor of Palos Heights, Illinois herein referred to as "Trustee," Doc#: 0736146017 Fee: \$26.50 Eugene "Gene" Moore RHSP Fee:\$10.00 witnesseth: THAT, WHEREAS the Grantor have promised Cook County Recorder of Deeds to pay to G.P.O'Connor, herein referred to as Date: 12/27/2007 10:41 AM Pg: 1 of 2 "Beneficiary" the legal holder of the Loan Agreement hereinafter described, the sum of 5845.68 Dollars (\$ 5845.68), evidenced by one certain Loan Agreement of the Grantors of even date herewith, made payable to the Beneficiary, and delivered, in and by which said Loan Agreement the Grantors promise to pay the said sum \$5845.68 in 24 consecutive monthly installments: 1 43.57 followed by 23 at \$ 243.57, with the first installment beginning on 1-5-2008 the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at PALOS HEIGHTS, ILLING Ser at such place as the Beneficiary or other holder may, from time to time, in writing appoint. The principal amount of the Loan Agreement is \$ 584 \(\tag{1.6} \) . The Loan Agreement has a Last Payment Date of _______. NOW, THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Grantors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereo (is hereby acknowledged, do by unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and these presents CONVEY and WARRANT COUNTY OF ____Cook _____ AND STATE OF ILLINOIS, to wit: in block eleven and twelve ion of the north west quarter principal meridian in Cook County III.

8034 South Loomis Chicago Illinois 60620 Lot 11 in block 14 in first addition to Auburn Highlands being Hart's subdivision of Blooke eleven and twelve and the east half of blocks three six and ten in Circuit Court partition of the north west quarter of section 32 township 38 north range 14 east of the third principal meridian in Cook County Illiu(1.) CKA: PIN# which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with improvement and fixtures now attached TO HAVE AND TO HOLD the premises unto the said TRUSTEE, its successors and assigns, forever, for the purpose, and your the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemptions Laws of the State of Illinoic, which said rights and This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are part hereof and shall be binding on the Grantors, their heirs, successors and assigns. WITNESS the hand(s) and seal(s) of Grantors the day and year first above written. (SEAL) _ OFFICIAL SEAL STATE OF IERANNIE, TOLAND NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 05/15/09 <u> Frank Toland</u> _ a Notary public in and for and residing in said County, in the state aforesaid, DO HEREBY CERTIFY County of_ Walter Ellis Given under my hand and notarial Seal who___is___ personally known to me to be the same person whose name subscribed to the foregoing instrument as _____he _____signed and delivered the said instrument as _____ free and voluntary act, for the uses and purposed therein set forth.

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RED TO ON PAGE 1 THE COVENANTS, CONDITIONS AND PROVISIONS REFE

(THE REVERSE SIDE OF THIS TRUST DEED):

- 1. Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge as the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Beneficiary; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to
- the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance. Grantors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. To prevent default hercunder Grantors shall pay in full under protest, in the manner provided
- Grantors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Beneficiary, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Beneficiary, and in case of insurance about to expire, shall deliver renewal policies not less than
- In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinbefore required of Grantors in any form and manner deemed expedient, and may but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, redeem from any tax sale or forfeiture affecting said premises or contest any tax or promise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said provises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money's advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures. Inaction of Trustee or
- Beneficiary shall never be considered as a valver of any right accruing to them on account of any default hereunder on the part of Grantors. The Trustee or Beneficiary hereby secv. dr aking any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry in o.th. accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof
- Grantors shall pay each item of indebtedness increignment to the principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantors, all unpaid indebtedness secured by this Trust Deed (lat), notwithstanding anything in the Loan Agreement or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default making payment of any installment on the Loan Agreement, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or immediately if all or part of the premiss are sold or transferred by the Grantors without Beneficiary's prior written consent.
- When the indebtedness hereby secured shall become due wiether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary for attorney's fees. Trustee's fees, appraisers' fees, outlay for docimentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necess try e ther to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any su 1 the preclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises the security hereof, whether or not actually commenced.
- The proceeds of any foreclosure sale of the premises shall be distributed and applied in the fillowing order of priority: first, on account of all costs and expenses incidental to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph, hereof; secon', all other items which under the terms hereof constitute secured. Indebtedness additional to that evidenced by Loan Agreement, with interest thereon as herein provided; third, all principal and principal and
- Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is file. my appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Grantors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Grantors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, session, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payments whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this grust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof such decree, provided such application is made prior to foreclosure sale; (2) the delic ency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon
- 11. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpo e.
- Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall trustee be obligated to record this Trust. Led ... to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and true dee may require indemnities satisfactory to
- Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, either before or after maturity, the Trustee shall have full authority to release this
- . In case of resignation, inability or refusal to act of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust hereunder shall have the identical
- 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" when used herein shall

	ed and all provisions hereof, shall extend to and be binding upon Grantons and an person custome ersons and all persons liable for the payment of the indebtedness or any part thereof, whether or not su try herein shall mean and include any successors or assigns of Beneticiary.	ch persons shall have executed the Loan Agreement or this trust Deed. The
This instrume NAME STREET CITY PHONE	OAK FINANCIAL 7300 W. COLLEGE DRIVE PALOS HEIGHTS, IL 60463 (708) 671-1165	FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
INSTRUCTIONS		
	OR RECORDER'S OFFICE BOX NUMBER	